

II. VENUE:

2. Venue is proper in this jurisdiction as all actions and occurrences which give rise to the instant action occurred within the jurisdictional boundaries of this Honorable Court. Specifically, under the ERISA statute, venue is proper “in the district where the plan is administered, where the breach took place, or where a defendant resides or may be found.” 29 U.S.C. §1132(e)(2):

a.) The Plaintiff resides within the jurisdictional boundaries of this Court. She filed her appeal of denial of Long Term Disability Benefits within the judicial district of this Court and received her final administrative denial at her address located within the judicial district of this Court. The Plaintiff was actually to receive the benefits within the judicial district of this Court. Consequently, The breach took place within the jurisdictional boundaries of this Honorable Court;

III. FACTS:

3. The Plaintiff, Loretta Newkirk, is an adult and competent individual with a physical address of 201 S. Woodbourne Road, Levittown, PA 19056.

4. The Defendant, The Hartford, under information and belief, is a business entity with a principal place of business located at Hartford Plaza, Hartford, CT 06155.

5. The Hartford is a business entity, which issues disability insurance

policies and administers same, which are governed by the Employee Retirement Insurance Security Act (ERISA), 29 U.S.C. §1011, et seq.

6. On a date certain, The Hartford, administered a plan for long term disability benefits issued to the Claimant through her employer, Amazon.Com Services, Inc.

7. The policy of insurance aforementioned provided for an employee benefit plan as defined and covered under the terms of ERISA.

8. At all times material and relevant hereto, all policy premiums due on behalf of the Plaintiff under said policy were paid.

9. At all times material and relevant hereto, the Plaintiff performed all obligations required of her under said contract of insurance.

10. At all times material and relevant hereto, the Plaintiff was a qualified participant in the employee benefit plan provided by The Hartford to the Plaintiff's employer under claim number 9000455400.

11. On a date certain, the Plaintiff filed an application for long term disability benefits with The Hartford.

12. The Plaintiff received long term disability benefits from March 9, 2019 through March 8, 2021. By correspondence the Defendant denied benefits beyond March 8, 2021.

13. The Plaintiff filed an administrative appeal and submitted additional

medical records. The information provided was sufficient to establish that the Plaintiff is entitled to long term disability benefits beyond March 8, 2021.

14. By correspondence dated October 19, 2022, the Hartford denied the Plaintiff's appeal and advised her of her right to bring a civil action under ERISA.

15. The Hartford acted arbitrarily, capriciously, in a manner serving only its own business interest and in direct violation of ERISA when it denied the Plaintiff's claim for disability benefits.

16. The Plaintiff is entitled to disability insurance benefits under the aforementioned policy as he has satisfied through medical evidence that she meets the definition of disability and provided sufficient proof of loss to the Hartford.

17. The Plaintiff is entitled to recover the benefits due to her under the aforementioned insurance policy in accordance with 29 U.S.C. §1132.

18. As a direct and proximate result of the actions of The Hartford as herein above more particularly described, the Plaintiff has been caused to incur attorneys' fees in an amount not yet known.

19. As a direct and proximate result of the actions of The Hartford, the Plaintiff has sustained damages in an amount not yet known to the Plaintiff; however, upon information and belief, such damages will approximate the amount of benefits due and owing to the Plaintiff from March 8, 2021 until the present and continuing into the future.

WHEREFORE, the Plaintiff, Loretta Newkirk, respectfully requests that judgment be entered against The Hartford as follows:

1. Ordering The Hartford to pay to the Plaintiff, Loretta Newkirk, long term disability insurance benefits from March 8, 2021 to the present and continuing into the future as provided for in the policy of insurance;
2. Awarding the Plaintiff, Loretta Newkirk, prejudgment interest on the award until the date of judgment;
3. Awarding the Plaintiff's attorney's fees, court costs and other reasonable costs incurred for the prosecution of the instant action;
4. Granting such other and further relief as the Court may deem just and proper.

RESPECTFULLY SUBMITTED,

BY:



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